

WEISBERG LAW
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Attorney for Plaintiff

JOHN G. WADSWORTH, JR.,
526 Hallman Rd
Douglasville, PA 191518
Plaintiff

v.
THE VANGUARD GROUP, INC.
100 Vanguard Blvd
Malvern, PA 19355
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF BERKS COUNTY,
: PENNSYLVANIA
:
: CIVIL ACTION – LAW
:
: NO.
:
: JURY TRIAL OF TWELVE (12)
: JURORS DEMANDED
:

CIVIL ACTION COMPLAINT

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, John G. Wadsworth, Jr., an adult individual, who resides at the address set forth above.
2. Defendant, The Vanguard Group, Inc., is a corporation with an address set forth above.
3. At the times relevant hereto, Plaintiff maintained a Retirement Plan with Defendant.

OPERATIVE FACTS

4. Plaintiff lives on a limited income and the monetary losses described herein have substantially affected Plaintiff's ability to sustain his existence and standard of living.
5. Through his previous employer, DANA Inc., Plaintiff received what was titled as the "Dana Hourly Bargained Retirement and Savings Plan."
6. The retirement plan was managed by Defendant, Vanguard.
7. Originally, Plaintiff received all statements related to the account in the mail: until 2014.

8. Upon information and belief, Plaintiff's then girlfriend, Heather Teti worked in Defendant's IT Department.
9. Heather Teti changed Plaintiff's preferences regarding receiving his monthly statements and created an online account.
10. Plaintiff did not authorize Ms. Teti to access his account nor to change his monthly statement preferences.
11. Heather Teti using her position within the company and without Plaintiff's knowledge or authorization altered Plaintiff's authorization settings giving only herself access to the account.
12. Heather Teti, without the knowledge or authorization of Plaintiff, would access Plaintiff's retirement account with Vanguard.
13. Heather Teti, without the knowledge or authorization of Plaintiff made Plaintiff the beneficiary of account and removed him as the account holder.
14. Between 2002-2014 before Plaintiff discovered Heather Teti's illegal actions, Ms. Teti managed to transfer and withdraw several thousand dollars a year from Plaintiff's account.
15. Defendant would never investigate nor alert Plaintiff that large sums of money would be leaving Plaintiff's account.
16. Defendant would never investigate nor alert Plaintiff that the account was altered and that his status as the account holder was changed to a beneficiary only.
17. Plaintiff is currently unable to have full access to his account due to the settings being changed by Ms. Teti; Vanguard is unwilling to grant him access to his own account.
18. Heather Teti passed away in 2015.

19. Plaintiff has been forced to file bankruptcy due to Defendants failure to monitor his account and the activity of Heather Teti.
20. Heather Teti, without the knowledge or authorization of Plaintiff, accessed and mishandled some or all of the aforementioned accounts, for her own purposes and not for the benefit of Plaintiff.
21. The activities of Heather Teti were not discovered by Plaintiff until 2014.
22. The activities of Heather Teti were so pervasive and occurred over such a lengthy period of time that Defendant knew or should have known of the unauthorized actions of Tetti.
23. The activities of Heather Teti have caused Plaintiff to incur monetary losses, which losses are currently not capable of accurate ascertainment.

COUNT I – NEGLIGENCE

20. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

21. All times material, Defendant deviated from the applicable standard of care and otherwise were negligent, careless, reckless, for the reasons aforesaid.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendants, their agents, servants, workmen and/or employees, individually, jointly and/or severally, for an amount in excess of \$50,000.00, plus interest, costs of suit, and punitive damages, plus other relief which this Honorable Court deems necessary and just including equitable relief.

**COUNT II – BREACH OF CONTRACT/QUASI -CONTRACT AND PROMISSORY
ESTOPPEL**

22. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

23. At all times material, Plaintiff and Defendants were parties to a contract express and/or implied at law, of which Defendant is in breach, to Plaintiff's great personal detriment and injury as aforesaid.

24. At all times material, Defendant owed Plaintiff a duty of utmost fair dealing, to which said Defendant is in breach to Plaintiff's great personal detriment and injury as aforesaid.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendants, their agents, servants, workmen and/or employees, individually, jointly and/or severally, for an amount in excess of \$50,000.00, plus interest, costs of suit, and punitive damages, plus other relief which this Honorable Court deems necessary and just including equitable relief.

COUNT III – BREACH OF FIDUCIARY DUTY

25. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

26. At all times material, Plaintiff and Defendant were parties to a contract and fiduciary duty, express and/or implied at law, of which Defendant is in breach, to Plaintiff's great personal detriment and injury as aforesaid.

27. At all times material hereto, Defendant had a fiduciary duty to Plaintiff which duty was breached by the reasons aforesaid.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendants, their agents, servants, workmen and/or employees, individually, jointly and/or severally, for an amount in excess of \$50,000.00, plus interest, costs of suit, and punitive damages, plus other relief which this Honorable Court deems necessary and just including equitable relief.

Respectfully Submitted,

WEISBERG LAW

HOPKINS & SCHHAFKOPF, LLC

VERIFICATION

I, John Wadsworth, state that I am the above-named Plaintiff in this action and that the foregoing is true and correct to the best of my knowledge, information and belief. I understand that the statements made in the foregoing Complaint are made subject to the penalties of 18 Pa.C.S. 4904 related to unsworn falsification to authorities.

Dated: 11/9/16


John Wadsworth
Plaintiff